

**ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY**

To the Commissioner of Patents and Trademarks:

The undersigned is empowered to act on behalf of the assignee indicated below (the "Assignee"). The original assignment of the attached application for Letters Patent for the invention in A CHARGING METHOD AND SYSTEM

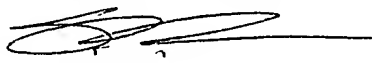
from the inventors to the Assignee is being submitted herewith for recordation by the Assignment Branch. A true copy of this Assignment is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee. I have reviewed this Assignment, and to the best of the Assignee's knowledge and belief, the Assignee is the owner of the entire right, title, and interest in the above-referenced application.

I declare that all statements made herein of my own knowledge are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 620 Newport Center Drive, Sixteenth Floor, Newport Beach, California 92660, Telephone (714) 760-0404, **Customer No. 20,995**, as its attorneys with full power to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

Assignee: SHARINGA NETWORKS INC.

By: ☒ 

Title: ☒ EXECUTIVE DIRECTOR

Address: ☒ LEVEL 2, 52 COLLINS STREET  
MELBOURNE VICTORIA 3000  
AUSTRALIA

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Dated: 14 August 2001

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DEED OF CONFIRMATION OF ASSIGNMENT

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**THIS DEED** is made the 10<sup>th</sup> day of June One Thousand Nine Hundred and Ninety-Nine

**BETWEEN:**

SYDNEY GORDON LOW, of 7 Edith Court, Doncaster 3108, Victoria, Australia, ("the Assignor") of the one part

**AND:**

FREEONLINE.COM.AU PTY. LIMITED, of Suite 4, 71 Oxford Street, Collingwood 3066, Victoria, Australia, ("the Assignee") of the other part

**WHEREAS:**

- A. The Assignor is the inventor of an invention entitled "A Charging Method and System" ("the Invention") which is the subject of Australian Patent Application No. PQ0808/99 ("the Application").
- B. By verbal agreement made on 7 June, 1999 the Assignor assigned to the Assignee all of the Assignor's right, title and interest in and to the Invention and the Application.
- C. The Assignor and the Assignee wish to record in writing the aforesaid assignment.

**NOW THIS DEED WITNESSES** as follows:

- 1. The Assignor and the Assignee hereby confirm that the Assignor has assigned to the Assignee all right, title and interest in the Invention and the Application whatsoever and wheresoever subsisting or capable of being acquired throughout the world, including but not limited to all patents and other form of legal protection applied for anywhere in the world in respect of the Invention and the right, either presently existing or arising at any time in the future, to make application for and obtain patents and legal protection anywhere in the world in respect of the Invention, specifically including the right to file applications for patents under the provisions of any convention or treaty and claim priority based on the Application
- 2. By this Deed, the Assignor and the Assignee hereby confirm the fact of the said assignment.
- 3. The Assignor hereby assigns to the Assignee all of its right, title and interest (if any) now subsisting in the Invention and the Application.
- 4. The Assignor hereby undertakes at its own expense to execute all documents and render all assistance reasonably required by the Assignee for the purpose of confirming all right, title and interest in the Invention in the Assignee absolutely.

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5. This Deed takes effect under, is governed by, and shall be construed in accordance with the laws of the State of Victoria, Australia.

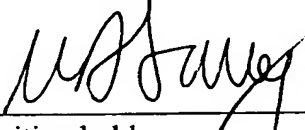
**IN WITNESS WHEREOF** the parties have executed this Deed the day and year first hereinbefore written.

SIGNED, SEALED and DELIVERED by )  
the said SYDNEY GORDON LOW in the )  
presence of: )



Katharine Cairngould.

THE COMMON SEAL of )  
FREEONLINE.COM.AU PTY. LIMITED )  
was hereto affixed in the presence of: )

  
\_\_\_\_\_  
Position held:  
W.D. LANG  
DIRECTOR

Position held:

X



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THIS DEED is made on 12th day of November 1999 by:

1. Freeonline.com.au Pty Ltd (ACN 087 753 320) of Level 49, 120 Collins Street, Melbourne VIC 3000 Australia (*Assignor*); and
2. Sharinga Networks Inc, (incorporated in the State of Delaware USA) of c/o BGL & Associates Pty Ltd, Level 1, 600, St Kilda Road, Melbourne VIC 3004 (*Assignee*).

**RECITALS**

- A. The Assignor owns the Inventions.
- B. The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Inventions including the right to apply for or obtain corresponding letters patent in any country of the Territory.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply unless the context requires otherwise.

*Force Majeure* means an act of God, strike, lockout or other interference with work, whether declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental action or restraint, expiration, prohibition, intervention, direction or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi-governmental approvals, consent, permits, licences, authorities or allocations, any contamination or corruption of the Licensed Programs or of any materials or data used in their production, and any other similar cause which is not reasonably within the control of the party affected.

*Inventions* means the inventions the subject of the Patents.

*Patents* means the patents and patent applications specified in schedule 2.

*Price* means the amount in Australian dollars specified in Schedule 1.

*Tax* includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding (including, without limitation, a goods and services tax), which is levied or imposed by a government or a governmental, semi-governmental or judiciary agency or authority, and any related interest, penalty, charge fee or other amount.

*Territory* means the geographical territory specified in Schedule 3.

**1.2 Construction**

In this document:

- (a) words importing:
  - (i) the singular include the plural and vice versa;

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- (ii) any gender includes the other genders;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (c) a reference to:
  - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authorise;
  - (ii) a person includes its legal personal representatives, successors and assigns;
  - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a right includes a benefit, remedy, discretion, authority or power;
  - (v) this document includes all schedules, annexure and appendices referred to in it;
  - (vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (vii) writing includes any more of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions; and
- (d) headings do not affect the interpretation of this document.

**2. PATENT ASSIGNMENT**

In consideration for the payment of the Price the Assignor, as beneficial owner, assigns to the Assignee absolutely from the date of this Deed, all the benefit of the Inventions and all rights arising from them in the Territory together with:

- (a) all corresponding rights obtainable in the Territory in respect of the Inventions and in the priority dates of the Patents;
- (b) all know-how and technical information relating to the Inventions; and
- (c) all rights, powers, liberties and immunities arising or to arise from any applications and from any letters patent granted in relation to the Inventions.

**3. CONSIDERATION**

**3.1 Price**

The Assignee will pay the Price to the Assignor upon execution of this Deed.

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## **4. TITLE - DO NOT RECORD -**

### **4.1 Registration**

The Assignor undertakes to do all acts and execute all documents necessary or desirable for perfecting the title of the Assignee to the Patents.

### **4.2 Powers of attorney**

If the Assignor for any reason fails, or is unable, to comply with clause 4.1, the Assignor appoints the Assignee as its attorney with the power and solely for the purpose of doing the things contemplated in clause 4.1.

### **4.3 Costs**

All fees, costs and expenses incurred by the Assignor in connection with enabling the assignee to be registered as the sole owner of the Patents will be borne and paid by the Assignee.

### **4.4 Delivery**

The Assignor agrees to deliver up to the Assignee on request all certificates of title, papers, plans, reports and items in relation to all the rights agreed to be assigned pursuant to this Deed.

## **5. REPRESENTATIONS**

The Assignor represents and warrants that it has full right and title to the Patents and that at the date of this Deed it is not aware of any fact by which the Patents may be declared invalid.

## **6. CONFIDENTIALITY**

The Assignee will hold knowledge of the Inventions in strict confidence and will not disclose any of that knowledge to any person, except in accordance with this Deed or, in any other case, on receiving the prior written consent of the Assignee.

## **7. DISCLAIMER**

### **7.1 Good Faith**

The Assignee acknowledges that the Assignor makes no representation or warranty (other than under Clause 5) as to the accuracy, utility or completeness of the Inventions except that the Inventions have been disclosed by the Assignor to the Assignee in good faith.

### **7.2 Limitation of liability**

The Assignor will not be liable in any way for any loss or any kind including, without limitation, damage, costs, interest, loss of profit or special loss or damage, arising from any error, inaccuracy, incompleteness or other similar defect in the Inventions.

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8. **FORCE MAJEURE**

8.1 **Delay**

Neither party will be liable for any delay or failure to perform its obligations pursuant to this Deed if such delay is due to Force Majeure.

8.2 **Suspension**

If a delay or failure to perform a party's obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

8.3 **Termination**

- (a) If a delay or failure to perform a party's obligations due to Force Majeure exceeds thirty (30) days, either party may immediately terminate the Deed on providing notice to the other party.
- (b) If this Deed is terminated pursuant to clause 9 the Assignor will refund moneys previously paid by the Assignee pursuant to this Deed for Patents which have not been provided by the Assignor to the Assignee and the Assignee will pay to the Assignor moneys owing for Patents which have been supplied by the Assignor to the Assignee.
- (c) Force Majeure does not affect a party's obligations to pay money pursuant to this Deed.

9. **TERMINATION**

9.1 **Breach**

Without prejudice to any other rights the parties may have under this Deed or at law, either Party (the "Terminating Party") may terminate the Deed immediately by notice in writing if the other party is in breach of any clause of this Deed and such breach is not remedied within seven (7) days of written notice by the other party.

9.2 **Notice**

The Terminating Party may terminate this Deed immediately upon notice in writing to the other party if the other party becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration.

9.3 **Recovery**

If notice is given by the Terminating Party to the other Party to terminate this Deed, the Terminating Party, in addition to terminating this Deed:

- (a) may recover any sums paid to the other party on any account or for goods and/or services which have not been fulfilled or performed together with interest at the rate of the current ANZ 90 day bank bill

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rate per cent per annum on such sums from the date they were paid to other Party to the date of refund;

- (b) may recover from the other party the amount of any direct loss or damage sustained as a result of the termination;
- (c) will be regarded as discharged from any further obligations under this Deed; and
- (d) may pursue any additional or alternative remedies provided by law.

#### **10. ASSIGNMENT**

- (a) The benefit of this Deed must not be dealt with in any way by a party (whether by assignment or otherwise) without the other party's prior consent.
- (b) If a party assigns the benefit of this Deed to a third party, that party's rights and obligations under this Deed will be immediately terminated on the assignment.

#### **11. WAIVER**

##### **11.1 Rights**

No right under this Deed may be waived except by notice in writing signed by the waiving party.

##### **11.2 Subsequent Breach**

A waiver by a party pursuant to clause will not prejudice that party's rights in respect of any subsequent breach of this Deed by the other Party.

##### **11.3 Delay**

Subject to clause 8, any failure by a party to enforce any clause of this Deed, or any forbearance, delay or indulgence granted by that party to the other party, will not be construed as a waiver of that party's rights under this Deed.

#### **12. HEADINGS**

Headings used in this Deed are for convenience and ease of reference only, are not part of this Deed and will not affect the meaning or interpretation of this Deed.

#### **13. GOVERNING LAW**

This Deed is governed by and construed according to the laws in force from time to time in the State of Victoria, and the parties consent to the non-exclusive jurisdiction of Victorian Courts and any court having appellate jurisdiction from those courts.



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**14. NOTICES**

**14.1 Notice**

Notices under this Deed may be delivered by hand, by mail or by facsimile to the addresses specified in Schedule 3.

**14.2 Receipt**

Notice will be deemed given:

- (a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- (b) in the case of posting, three days after dispatch;
- (c) in the case of facsimile, upon successful completion of transmission.

**15. DISPUTES**

**15.1 Notice**

If any claim, dispute, failure to agree or question ("Dispute") arises between the Parties concerning:

- (a) any clause or anything contained in this Deed; or
- (b) the meaning of construction of any matter or thing in any way connected with this Deed; or
- (c) the right, duties or liabilities of any party in, under or in connection with this Deed,

then, unless otherwise expressly provided in this Deed, the Dispute will be resolved in accordance with this clause, and either party may give to the other party to the Dispute ("Disputing Parties") a notice in writing ("Dispute Notice") specifying the Dispute and requiring that it be dealt with in the manner set out in this clause.

**15.2 Resolution**

Any Dispute will be referred in the first instance and in any event within 7 days of the Dispute Notice to the chief executive officers of each of the Disputing Parties. Failing resolution by the chief executive officers within 14 days, the Disputing Parties must refer the dispute to an expert for resolution in accordance with this clause.

**15.3 Expert**

Where any matter is referred to an expert pursuant to this clause or otherwise in accordance with the terms and conditions of this Deed, an expert will be appointed by the Disputing Parties, or in default of such appointment within 30 days of the need to refer the matter to an expert or of the Deed of the Disputing Parties to do so, in the case of financial matters,

by the President for the time being of the Institute of Chartered Accountants (Victorian Branch), or, in the case of technical matters, the Examiner of Patents, IP Australia, or in the case of legal matters by the President for the time being of the Law Institute of Victoria. For the purposes of this clause:

- (a) *technical matter* means a matter involving issues relating to intellectual property which is capable of determination by reference to scientific knowledge and other matters not covered by the definition of financial matter;
- (b) *financial matter* means a matter involving financial calculations which is capable of determination by audit or reference to accounting practices; and
- (c) *legal matter* means a matter that the parties are unable to agree is a technical matter or a financial matter.

#### 15.4 Qualifications

The expert must:

- (a) have reasonable qualifications and practical experience in the area of the Dispute;
- (b) have no interest or duty which conflicts or which may conflict with his or her function as expert, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (c) not be a director, employee or shareholder of any party or of an affiliate of a party; and
- (d) not be an adviser or consultant to any party in connection with the negotiation, interpretation or enforcement of this Deed (without the prior consent of the Disputing Parties).

#### 15.5 Submissions

The expert appointed pursuant to this clause will:

- (a) promptly fix a reasonable time and place for receiving submissions or information from the Disputing Parties or from any persons as he or she may think fit;
- (b) accept oral or written submission from the Disputing Parties as to the subject matter of the Dispute within 21 Business Days of his or her appointment;
- (c) not be bound by the rules of evidence;
- (d) provide a written determination to the Disputing Parties within 28 Business Days of his or her appointment;
- (e) not disclose to any person confidential or privileged information (whether oral, in writing or stored in software format) except with

the consent of the Disputing Party who has the benefit of confidentiality or privilege; and

(f) generally recognise and apply the rules of natural justice.

**15.6 Determination**

Any person appointed as an expert under this clause will be deemed to be and will act as an expert and not an arbitrator, and the law relating to arbitration will not apply to the expert's determination or the procedures by which the expert may reach his or her determination.

**15.7 Location**

The Dispute resolution will be held at a location in Sydney, New South Wales, Australia nominated by the expert unless the Disputing Parties otherwise agree.

**15.8 Decision**

The decision of the expert will be valid and binding on the Disputing Parties. The Disputing Parties will comply with the decision of the expert in accordance with the timetable set by the expert.

**15.9 Costs**

The costs of the expert and any advisers to the expert will be borne among the Disputing Parties, in a manner determined by the expert.

**15.10 Protected Information**

Should any Disputing Parties receive from any other Disputing Party confidential or privileged information ("Protected Information"), it will not disclose the Protected Information to any other party or person and not tender in any litigation Protected Information as evidence against the party who is entitled to the benefit of the privilege.

**15.11 Assistance**

The Disputing Parties will give the expert all information and assistance that the expert may reasonably require.

**15.12 Relief**

Should any Disputing Party reasonably consider that injunctive relief against any other Disputing Party is necessary or desirable in order to protect or preserve its rights under this Deed, it may apply to a court for equitable remedies, including injunctive relief, pending the outcome of the decision of the expert.

**16. EXPRESS STATEMENT OF A RIGHT**

Any express statement of a right of a party under this Deed is without prejudice to any other right of that party expressly stated in this Deed or arising at law.

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**17. GENERAL**

**17.1 Binding Deed**

Subject to any provision to the contrary, this Deed enures to the benefit of and is binding upon the parties and their successors, trustees, permitted assigns or receivers but does not enure to the benefit of any other person.

**17.2 Expiration**

The terms and conditions of this Deed which are capable of having effect after the expiration of the Deed shall remain in full force and effect following the expiration of the Deed.

**17.3 Effect**

The Assignor will sign all documents and do all things necessary or desirable to give effect to this Deed and will procure its officers, employees and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to this Deed.

**18. EXECUTION**

This Deed may be executed in counterparts by the respective parties, each of which when so executed will be deemed to be an original and all of which taken together shall constitute one and the same Deed, provided that this Deed shall be of no force and effect until the counterparts are exchanged.

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**SCHEDULE 1**

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Invention
PQ 1912/99 - 29 July 1999
PQ 0213 -6 May 1999
PQ 0808 - 7 June 1999
PQ 3682 - 27 October 1999

Total Price:

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**SCHEDULE 2**

<b>Patent Application</b>	<b>Details</b>
PQ 1912/99 - 29 July 1999	A Messaging Method and System
PQ 0213 -6 May 1999	A Communications Network Access Method and System
PQ 0808 - 7 June 1999	A Charging and Messaging System
PQ 3682 - 27 October 1999	A Communications Network Access Method and System

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**SCHEDULE 3**

**1. Freeonline.com.au Pty Ltd**

Level 49, 120 Collins Street,  
Melbourne VIC 3000 Australia

**Fax:** 05 0088 8168

**Ph:** 05 0088 8088

**Contact:** Sydney Low

**2. Sharinga Networks Inc**

C/O BGL & Associates Pty Ltd,  
Level 1, 600, St Kilda Road,  
Melbourne VIC 3004 Australia

**Fax:** 03 9656 8201

**Ph:** 03 9525 2829

**3. Territory**

Worldwide

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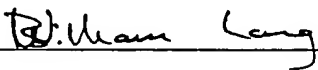
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EXECUTED as a Deed

SIGNED by  
FREEONLINE.COM.AU PTY  
LIMITED by:



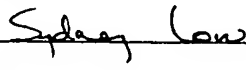
Signature of Director



Name of Director (print)




Signature of Director

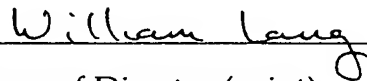


Name of Director (print)


SIGNED by  
SHARINGA NETWORKS INC. by:



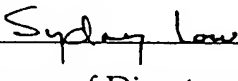
Signature of Director



Name of Director (print)



Signature of Director



Name of Director (print)